

Invitation to Bid

LSUHSC New Orleans



BIDS WILL BE PUBLICLY OPENED:

December 15, 2009 02:00 PM

VENDOR NO. :
SOLICITATION : 001535
OPENING DATE : 12/15/2009

Return Bid in Envelope/Labels Provided to:
Purchasing Department
433 Bolivar St
Room 623
New Orleans LA 70112

BUYER : McCampbell, John T.
BUYER PHONE : 504/568-4883
DATE ISSUED : 11/20/2009
REQ. NO :
FISCAL YEAR : 0

Lions Eye 8th Fl Light Fixture

INSTRUCTIONS TO BIDDERS

1. READ THE ENTIRE BID, INCLUDING ALL TERMS AND CONDITIONS AND SPECIFICATIONS.
2. FILL IN ALL BLANK SPACES.
3. ALL BID PRICES MUST BE TYPED OR WRITTEN IN INK. ANY CORRECTIONS, ERASURES OR OTHER FORMS OF ALTERATION TO UNIT PRICES SHOULD BE INITIALIZED BY THE BIDDER.
4. BID PRICES SHALL INCLUDE DELIVERY OF ALL ITEMS F.O.B. DESTINATION OR AS OTHERWISE PROVIDED. BIDS CONTAINING "PAYMENT IN ADVANCE" OR "C.O.D." REQUIREMENTS MAY BE REJECTED. PAYMENT IS TO BE MADE WITHIN 30 DAYS AFTER RECEIPT OF PROPERLY EXECUTED INVOICE OR DELIVERY, WHICHEVER IS LATER.
5. SPECIFY YOUR PAYMENT TERMS: _____. CASH DISCOUNTS FOR LESS THAN 30 DAYS OR LESS THAN 1% WILL BE ACCEPTED, BUT WILL NOT BE CONSIDERED IN DETERMINING AWARDS

BY SIGNING THIS BID, THE BIDDER CERTIFIES:

- * THAT NEITHER THIS BUSINESS ENTITY NOR ANY OF ITS EMPLOYEES OR SUBCONTRACTORS IS CURRENTLY LISTED AS EXCLUDED OR SANCTIONED BY EITHER THE DEPARTMENT OF HEALTH AND HUMAN SERVICES, OFFICE OF INSPECTOR GENERAL (OIG) OR THE GENERAL SERVICES ADMINISTRATION (GSA).
- * THAT IF THIS BUSINESS ENTITY OR ANY OF ITS EMPLOYEES OR SUBCONTRACTORS APPEAR ON EITHER LISTING, MY BID WILL BE REJECTED.
- * THAT IF AT ANY TIME DURING THE TERM OF THE CONTRACT AWARDED AS A RESULT OF THIS INVITATION TO BID, THIS ENTITY OR ANY OF ITS EMPLOYEES OR SUBCONTRACTORS APPEARS ON EITHER LISTING, MY COMPANY WILL NOTIFY THE CONTRACTING AGENCY, AND THE CONTRACT WILL BE TERMINATED. THE CONTRACTING AGENCY WILL NOT BE LIABLE FOR ANY DAMAGES RESULTING FROM SAID TERMINATION.

THE BIDDER FURTHER CERTIFIES:

- * COMPLIANCE WITH ALL INSTRUCTIONS TO BIDDERS, TERMS, CONDITIONS, AND SPECIFICATIONS.
- * THIS BID IS MADE WITHOUT COLLUSION OR FRAUD.
- * THAT ALL TAXES DULY ASSESSED BY THE STATE OF LOUISIANA AND IT'S SUBDIVISIONS, INCLUDING FRANCHISE TAXES, PRIVILEGE TAXES, SALES TAXES AND ALL OTHER TAXES FOR WHICH THE FIRM IS LIABLE HAVE BEEN PAID.
- * THAT IF MY BID IS ACCEPTED WITHIN _____ DAYS FROM BID CLOSING TIME, MY FIRM WILL FURNISH ANY OR ALL OF THE ITEMS (OR SECTIONS) AT THE PRICE OPPOSITE EACH ITEM (OR SECTION).
- * DELIVERY WILL BE MADE WITHIN _____ DAYS AFTER RECEIPT OF ORDER.

VENDOR PHONE NUMBER:

TITLE

DATE

FAX NUMBER:

SIGNATURE OF AUTHORIZED BIDDER
(MUST BE SIGNED)

NAME OF BIDDER
(TYPED OR PRINTED)

Invitation to Bid

STANDARD TERMS & CONDITIONS

Page 2 of 5

NUMBER : 001535
OPEN DATE : 12/15/2009 TIME: 02:00 PM

BIDDER:

6. DESIRED DELIVERY: 10 DAYS ARO, UNLESS SPECIFIED ELSEWHERE
7. TO ASSURE CONSIDERATION, ALL BIDS SHOULD BE SUBMITTED IN THE SPECIAL ENVELOPE, OR USE BID LABEL IF FURNISHED FOR THAT PURPOSE. IN THE EVENT YOUR BID CONTAINS BULKY SUBJECT MATERIAL, THE SPECIAL BID ENVELOPE SHOULD BE FIRMLY AFFIXED TO THE MAILING ENVELOPE.
8. BIDS SUBMITTED ARE SUBJECT TO PROVISIONS OF THE LAWS OF THE STATE OF LOUISIANA INCLUDING BUT NOT LIMITED TO L.R.S. 39:1551-1736; PURCHASING RULES AND REGULATIONS; EXECUTIVE ORDERS; STANDARD TERMS AND CONDITIONS; SPECIAL CONDITIONS; AND SPECIFICATIONS LISTED IN THIS SOLICITATION.
9. IMPORTANT: THIS BID IS TO BE MANUALLY SIGNED IN INK BY A PERSON AUTHORIZED TO BIND THE VENDOR (SEE NO.31).
10. INQUIRIES: ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO THE BUYER AT THE PHONE NUMBER AND ADDRESS SHOWN ABOVE.
11. BID FORMS: ALL WRITTEN BIDS, UNLESS OTHERWISE PROVIDED FOR, SHOULD BE SUBMITTED ON, AND IN ACCORDANCE WITH FORMS PROVIDED, PROPERLY SIGNED (SEE #31). BIDS MUST BE RECEIVED AT THE ADDRESS SPECIFIED IN THE SOLICITATION PRIOR TO BID OPENING TIME IN ORDER TO BE CONSIDERED.
12. STANDARDS OR QUALITY. ANY PRODUCT OR SERVICE BID SHALL CONFORM TO ALL APPLICABLE FEDERAL AND STATE LAWS AND REGULATIONS AND THE SPECIFICATIONS CONTAINED IN THE SOLICITATION. UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION, ANY MANUFACTURER'S NAME, TRADE NAME, BRAND NAME, OR CATALOG NUMBER USED IN THE SPECIFICATION IS FOR THE PURPOSE OF DESCRIBING THE STANDARD OF QUALITY, PERFORMANCE, AND CHARACTERISTICS DESIRED AND IS NOT INTENDED TO LIMIT OR RESTRICT COMPETITION. BIDDER MUST SPECIFY THE BRAND AND MODEL NUMBER OF THE PRODUCT OFFERED IN HIS/HER BID. BIDS NOT SPECIFYING BRAND AND MODEL NUMBER SHALL BE CONSIDERED AS OFFERING THE EXACT PRODUCTS SPECIFIED IN THE SOLICITATION.
13. DESCRIPTIVE INFORMATION. BIDDERS PROPOSING AN EQUIVALENT BRAND OR MODEL SHOULD SUBMIT WITH THE BID, INFORMATION (SUCH AS ILLUSTRATIONS, DESCRIPTIVE LITERATURE, TECHNICAL DATA) SUFFICIENT FOR LSUHSC TO EVALUATE QUALITY, SUITABILITY, AND COMPLIANCE WITH THE SPECIFICATIONS IN THE SOLICITATION. FAILURE TO SUBMIT DESCRIPTIVE INFORMATION MAY CAUSE BID TO BE REJECTED. ANY CHANGE MADE TO A MANUFACTURER'S PUBLISHED SPECIFICATION SUBMITTED FOR A PRODUCT SHALL BE VERIFIABLE BY THE MANUFACTURER. IF ITEM(S) BID DO NOT FULLY COMPLY WITH SPECIFICATIONS (INCLUDING BRAND AND/OR PRODUCT NUMBER), BIDDER MUST STATE IN WHAT RESPECT ITEMS(S) DEVIATE. FAILURE TO NOTE EXCEPTIONS ON THE BID FORM WILL NOT RELIEVE THE SUCCESSFUL BIDDER(S) FROM SUPPLYING THE ACTUAL PRODUCTS REQUESTED.
14. BID OPENING. BIDDERS MAY ATTEND THE BID OPENING, BUT NO INFORMATION OR OPINIONS CONCERNING THE ULTIMATE CONTRACT AWARD WILL BE GIVEN AT THE BID OPENING OR DURING THE EVALUATION PROCESS. BIDS MAY BE EXAMINED WITHIN 72 HOURS AFTER BID OPENING. INFORMATION PERTAINING TO COMPLETED FILES MAY BE SECURED BY VISITING LSUHSC DURING NORMAL WORKING HOURS. WRITTEN BID TABULATIONS WILL NOT BE FURNISHED.
15. AWARDS. AWARD WILL BE MADE TO THE LOWEST RESPONSIBLE AND RESPONSIVE BIDDER. LSUHSC RESERVES THE RIGHT TO AWARD ITEMS SEPARATELY, GROUP, OR IN TOTAL, AND TO REJECT ANY OR ALL BIDS AND WAIVE ANY INFORMALITIES.
16. PRICES. UNLESS OTHERWISE SPECIFIED BY LSUHSC IN THE SOLICITATION, BID PRICES MUST BE COMPLETE, INCLUDING TRANSPORTATION PREPAID BY BIDDER TO DESTINATION AND FIRM FOR ACCEPTANCE FOR A MINIMUM OF 30 DAYS. IF ACCEPTED, PRICES MUST BE FIRM FOR THE CONTRACTUAL PERIOD. BIDS OTHER THAN F.O.B. DESTINATION MAY BE REJECTED. PRICES SHOULD BE QUOTED IN THE UNIT (EACH,

Invitation to Bid

STANDARD TERMS & CONDITIONS	Page 3 of 5
NUMBER : 001535 OPEN DATE : 12/15/2009 TIME: 02:00 PM	BIDDER:
<p>BOX, CASE, ETC.) AS SPECIFIED IN THE SOLICITATION.</p> <p>17.DELIVERIES. BIDS MAY BE REJECTED IF THE DELIVERY TIME INDICATED IS LONGER THAN THAT SPECIFIED IN THE SOLICITATION.</p> <p>18.TAXES. VENDOR IS RESPONSIBLE FOR INCLUDING ALL APPLICABLE TAXES IN THE BID PRICE. LSUHSC AGENCIES ARE EXEMPT FROM ALL STATE AND LOCAL SALES AND USE TAXES.</p> <p>19.NEW PRODUCTS. UNLESS SPECIFICALLY CALLED FOR IN THE SOLICITATION, ALL PRODUCTS FOR PURCHASE MUST BE NEW, NEVER PREVIOUSLY USED, AND THE CURRENT MODEL AND/OR PACKAGING. NO REMANUFACTURED, DEMONSTRATOR, USED OR IRREGULAR PRODUCT WILL BE CONSIDERED FOR PURCHASE UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION. THE MANUFACTURER'S STANDARD WARRANTY WILL APPLY UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION.</p> <p>20.CONTRACT CANCELLATION. THE STATE OF LOUISIANA HAS THE RIGHT TO CANCEL ANY CONTRACT, IN ACCORDANCE WITH PURCHASING RULES AND REGULATIONS, FOR CAUSE INCLUDING BUT NOT LIMITED TO THE FOLLOWING: (1) FAILURE TO DELIVER WITHIN THE TIME SPECIFIED IN THE CONTRACT; (2) FAILURE OF THE PRODUCT OR SERVICE TO MEET SPECIFICATIONS, CONFORM TO SAMPLE QUALITY OR TO BE DELIVERED IN GOOD CONDITION; (3) MISREPRESENTATION BY THE CONTRACTOR; (4) FRAUD, COLLUSION CONSPIRACY OR OTHER UNLAWFUL MEANS OF OBTAINING ANY CONTRACT WITH THE STATE; (5) CONFLICT OF CONTRACT PROVISIONS WITH CONSTITUTIONAL OR STATUTORY PROVISIONS OF STATE OR FEDERAL LAW; (6) ANY OTHER BREACH OF CONTRACT.</p> <p>21.DEFAULT OF CONTRACT. FAILURE TO DELIVER WITHIN THE TIME SPECIFIED IN THE BID WILL CONSTITUTE A DEFAULT AND MAY CAUSE CANCELLATION OF THE CONTRACT. WHERE THE UNIVERSITY HAS DETERMINED THE CONTRACTOR TO BE IN DEFAULT, THE UNIVERSITY RESERVES THE RIGHT TO PURCHASE AN OR ALL PRODUCTS OR SERVICES COVERED BY THE CONTRACT ON THE OPEN MARKET AND TO CHARGE THE CONTRACTOR WITH COST IN EXCESS OF THE CONTRACT PRICE. UNTIL SUCH ASSESSED CHARGES HAVE BEEN PAID, NO SUBSEQUENT BID FROM THE DEFAULTING CONTRACTOR WILL BE CONSIDERED.</p> <p>22.ORDER OF PRIORITY. IN THE EVENT THERE IS A CONFLICT BETWEEN THE INSTRUCTIONS TO BIDDERS OR STANDARD CONDITIONS AND THE SPEICAL CONDITIONS, THE SPECIAL CONDITIONS SHALL GOVERN.</p> <p>23.APPLICABLE LAW. ALL CONTRACTS SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF LOUISIANA.</p> <p>24.EQUAL OPPORTUNITY. BY SUBMITTING AND SIGNING THIS BID, BIDDER AGREES THAT HE/SHE WILL NOT DISCRIMINATE IN THE RENDERING OF SERVICES TO AND/OR EMPLOYMENT OF INDIVIDUALS BECAUSE OF RACE, COLOR, RELIGION, SEX, AGE, NATIONAL ORIGIN, HANDICAP, DISABILITY, VETERAN STATUS, OR A OTHER NON-MERIT FACTOR.</p> <p>25.SPECIAL ACCOMMODATIONS. ANY "QUALIFIED INDIVIDUAL WITH DISABILITY" AS DEFINED BY THE AMERICANS WITH DISABILITIES ACT WHO HAS SUBMITTED A BID AND DESIRES TO ATTEND THE BID OPENING, MUST NOTIFY THIS OFFICE IN WRITING NOT LATER THAN SEVEN DAYS PRIOR TO THE BID OPENING DATE OF THEIR NEED FOR SPECIAL ACCOMMODATIONS. IF THE REQUEST CANNOT BE REASONABLY PROVIDED, THE INDIVIDUAL WILL BE INFORMED PRIOR TO THE BID OPENING.</p> <p>26.IDEMNITY. CONTRACTOR AGREES, UPON RECEIPT OF WRITTEN NOTICE OF A CLAIM OR ACTION, TO DEFEND THE CLAIM OR ACTION, OR TAKE OTHER APPROPRIATE MEASURE, TO IDEMNIFY, AND HOLD HARMLESS, LSUHSC, ITS OFFICERS, ITS AGENTS AND ITS EMPLOYEES FROM AND AGAINST ALL CLAIMS AND ACTIONS FOR BODILY INJURY, DEATH OR PROPERTY DAMAGES CAUSED BY THE FAULT OF THE CONTRACTOR,</p>	

Invitation to Bid

STANDARD TERMS & CONDITIONS

Page 4 of 5

NUMBER : 001535
OPEN DATE : 12/15/2009 TIME: 02:00 PM

BIDDER:

OFFICERS, ITS AGENTS, OR ITS EMPLOYEES. CONTRACTOR IS OBLIGATED TO INDEMNIFY ONLY TO THE EXTENT OF THE FAULT OF THE CONTRACTOR, ITS OFFICERS, ITS AGENTS, OR ITS EMPLOYEES. HOWEVER, THE CONTRACTOR SHALL HAVE NO OBLIGATION AS SET FORTH ABOVE WITH RESPECT TO ANY CLAIM OR ACTION FROM BODILY INJURY, DEATH OR PROPERTY DAMAGES ARISING OUT OF THE FAULT OF THE UNIVERSITY, ITS OFFICERS, ITS AGENTS OR ITS EMPLOYEES.

27. INTERPRETATION OF DOCUMENT: ANY INTERPRETATION OF THE BID OR QUOTATION DOCUMENT WILL ONLY BE MADE BY AN ADDENDUM ISSUED IN WRITING BY THE PURCHASING DEPARTMENT. SUCH ADDENDUM WILL BE MAILED OR DELIVERED TO EACH PERSON RECEIVING A SET OF THE ORIGINAL BID OR QUOTATION DOCUMENTS. LSUHSC WILL NOT BE RESPONSIBLE FOR ANY OTHER EXPLANATION OR INTERPRETATION OF THE DOCUMENTS.

28. ACCEPTANCE OF BID: ONLY THE ISSUANCE OF A PURCHASE ORDER OR A SIGNED CONTRACT CONSTITUTES ACCEPTANCE ON THE PART OF LSUHSC.

29. ADHERENCE TO JCAHO STANDARDS: WHERE APPLICABLE, LSUHSC IS ACCREDITED BY THE JOINT COMMISSION ON ACCREDITATION OF HEALTHCARE ORGANIZATIONS AND AS SUCH ALL CONTRACTORS, SUBCONTRACTORS, AND VENDORS AGREE TO ADHERE TO THE APPLICABLE STANDARDS PROMULGATED BY THE COMMISSION.

30. PREFERENCE: IN ACCORDANCE WITH LOUISIANA REVISED STATUTES 39:1595, A PREFERENCE MAY BE ALLOWED FOR PRODUCTS MANUFACTURED, PRODUCED, GROWN, OR ASSEMBLED IN LOUISIANA OF EQUAL QUALITY. DO YOU CLAIM THIS PREFERENCE? YES _____ NO _____

SPECIFY THE LINE NUMBER (S) _____

SPECIFY LOCATION WITHIN LOUISIANA WHERE THIS PRODUCT IS MANUFACTURED, PRODUCED, GROWN OR ASSEMBLED _____

(NOTE: IF MORE SPACE IS REQUIRED, INCLUDE ON SEPARATE SHEET.)

DO YOU HAVE A LOUISIANA BUSINESS WORK FORCE? YES _____ NO _____

IF SO, DO YOU CERTIFY THAT AT LEAST FIFTY PERCENT (50%) OF YOUR LOUISIANA WORKFORCE IS COMPRISED OF LOUISIANA RESIDENTS?

YES _____ NO _____

FAILURE TO SPECIFY ABOVE INFORMATION MAY CAUSE ELIMINATION FROM PREFERENCES.

PREFERENCES SHALL NOT APPLY TO SERVICE CONTRACTS.

31. SIGNATURE AUTHORITY. IN ACCORDANCE WITH L.R.S. 39:1594 (ACT 121), THE PERSON SIGNING THE BID MUST BE:

31.1. A CURRENT CORPORATE OFFICER, PARTNERSHIP MEMBER OR OTHER INDIVIDUAL SPECIFICALLY AUTHORIZED TO SUBMIT A BID AS REFLECTED IN THE APPROPRIATE RECORDS ON FILE WITH THE SECRETARY OF STATE; OR

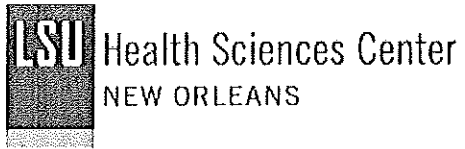
31.2. AN INDIVIDUAL AUTHORIZED TO BIND THE VENDOR AS REFLECTED BY AN ACCOMPANYING CORPORATE RESOLUTION, CERTIFICATE OR AFFIDAVIT; OR

31.3. AN INDIVIDUAL LISTED ON THE STATE OF LOUISIANA BIDDER'S APPLICATION AS AUTHORIZED TO EXECUTE BIDS. BY SIGNING THE BID, THE BIDDER CERTIFIES COMPLIANCE WITH THE ABOVE.

Invitation to Bid

PRICE SHEET		Page 5 of 5	
NUMBER : 001535 OPEN DATE : 12/15/2009 TIME : 02:00 PM		BIDDER:	
UNLESS SPECIFIED ELSEWHERE SHIP TO:			

Line No.	Description			Unit Price	Extended Amount
1	LOUISIANA STATE UNIVERSITY HEALTH SCIENCES CENTER NEW ORLEANS CAMPUS LION'S EYE BUILDING 8TH FLOOR LIGHTING FIXTURES BID Specify brand, model bid(if applicable) <hr style="width: 30%; margin-left: 0;"/> <p>The LSU Health Sciences Center in New Orleans (LSUHSC) request bids for the supply of lighting fixtures and their specified parts to be used in the Lion's Eye Building on the 8th floor. This bid is for supply and delivery only. No installation will be required.</p> <p>Bid Response:</p> <p>F5 - Pendant Mounted Drum Fixture Quantity: 7 Bid (EA): _____</p> <p>F5A - Pendant Mounted Drum Fixture Quantity: 11 Bid (EA): _____</p> <p>F5 Lamp, Quantity: 24 Bid (EA): _____</p> <p>F5A Lamp, Quantity: 44 Bid (EA): _____</p> <p>TOTAL SUM BID: _____</p>	1.00	JOB		



**LOUISIANA STATE UNIVERSITY
HEALTH SCIENCES CENTER
NEW ORLEANS CAMPUS
LION'S EYE BUILDING 8TH FLOOR LIGHTING FIXTURES**

NO PRE-BID WILL BE HELD FOR THIS SOLICITATION

SECTION 1 – BIDDING AND CONTRACT DOCUMENTS

1.1 Definitions:

Bidder – a legal entity that submits an offer to sell to the Owner on a specified body of work. Generally where the term “Bidder” is used in the specifications, the indication is that the requirement or responsibility is associated with the bid submittal or other pre-award activities.

Contractor – as defined in RS 37:2150, includes general contractors, subcontractors, architects, and engineers who receive an additional fee for the employment or direction of labor, or any other work beyond the normal architectural or engineering services. Generally where the term “Contractor” is used in the specifications, the indication is that the requirement or responsibility is post-award. The term “Contractor” can also be used in the specification as an inclusive term that references the Contractor and all persons, Subcontractors, or other parties of interest acting on behalf of the Contractor in the performance of the contract as described in the specifications.

1.2 Interpretation of Documents and Prior Approvals: If any person contemplating submitting a bid is in doubt of the meaning of any part of the specifications, plans or other proposed contract documents and/or desired approval of "or equal" products he may submit to John McCampbell at e-mail jmccam@lsuhsc.edu or Fax 504-717-2914 a written request for an interpretation or prior approval not later than **** at Noon . Any interpretation of documents and prior approvals will be made only by addendum duly issued and mailed or delivered to each bidder receiving a set of the plans and specifications. The University will not be responsible for any other explanations or interpretation of the specifications or proposed documents.

1.3 Termination by LSUHSC for Convenience

LSUHSC may, at any time, terminate the Contract for their convenience and without cause.

Upon receipt of written notice from LSUHSC of such termination for their convenience, the Contractor shall: cease operations as directed by LSUHSC in the notice; take actions necessary, or that LSUHSC may direct, for the protection and preservation of the work; and except for work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

In case of such termination for LSUHSC's convenience, the Contractor shall be entitled to receive payment for work executed.

LSUHSC shall not be responsible or otherwise liable for any demobilization costs or

incidental or consequential damages resulting from such termination.

1.4 Termination for Noncompliance

LSUHSC may terminate this contract for cause based upon the failure of the Contractor to comply with the terms and/or conditions of the Contract; provided that LSUHSC shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have either corrected such failure or, in the case which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then LSUHSC may, at its option, place the Contractor in default and the Contract shall terminate on the date specified in such notice. The Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of LSUHSC to comply with the terms and conditions of this contract; provided that the Contractor shall give LSUHSC written notice specifying LSUHSC's failure and a reasonable opportunity for LSUHSC to cure the defect.

1.5 Pre-Bid Conference

No Pre-bid will be held for this project. Site visit is not necessary as this is an equipment purchase only. Ms. Cain may be contacted (504) 234-2713.

Any revision of the Bidding Documents made as a result of questions that arise to the bid will not be valid unless included in an addendum.

1.6 Bidder's Representation

Each Bidder by his bid represents the following:

1. Bidder has read and understands the Bidding Documents and his or her bid is made in accordance therewith.
2. Bidder's bid is based solely upon the materials, systems and equipment described in the Bidding Documents as advertised and as modified by addenda.
3. Bid is not based on any verbal instructions contrary to the Contract Documents and addenda.

The Bidder must be fully qualified under any State or local licensing law for Contractors in effect at the time and at the location of the work before submitting his or her bid.

The Bidder shall be responsible for ensuring that he or she, and all of his or her prospective Sub-contractors, are duly licensed to perform the work described in this specification in accordance with all applicable state, federal codes, laws, regulations and ordinances.

All work must be performed in accordance with all applicable state, and federal codes, laws, regulations and ordinances. Knowledge of existing codes, laws, regulations and ordinances pertaining to the specified work is the responsibility of the Bidder.

Upon award and prior to the commencement of work, the Contractor must provide evidence of the following licensure (copy of the current license or a number that can be verified with the regulating authority), and the names of all Sub-contractors.

1.7 Bidding Procedure

1. The Bidder must properly complete and sign Bid, including all required attestations. Attestations relevant to this bid include:

NOTE: LSUHSC-NO reserves the right to amend and/or change this schedule of RFP activities, as it deems necessary.

SECTION 2 – SCOPE OF WORK

2.1 Summary:

The LSU Health Sciences Center in New Orleans (LSUHSC) request bids for the supply of lighting fixtures and their specified parts to be used in the Lion's Eye Building on the 8th floor. This bid is for supply and delivery only. No installation will be required.

2.2 Building Descriptions:

Should drawings be provided by LSUHSC indicating the location and dimensions of spaces, they are meant as a guide to the Bidder. It is the responsibility of the Bidder to field verify all dimensions and job site conditions that may affect the cost of the project. **Verification of job conditions and dimensions prior to bid is the responsibility of the Bidder.**

The address for each of the buildings covered under this contract is listed below:

- LSUHSC Medical Education Building
1901 Perdido Street
New Orleans, LA 70112

2.3 LSUHSC Representation:

The intended designated representative of LSUHSC for this project is Pamela Cain. Any changes to the scope of work, type or quality of materials, or scheduling must be submitted to the designated LSUHSC representative. Pamela Cain can be contacted via phone at (504) 234-2713 (office), or via email at pcain@lsuhsc.edu.

Mail should be addressed to:
Pamela Cain, Construction Coordinator
LSU Health Sciences Center
Department of Facility Services,

1901 Perdido Street
New Orleans, LA 70112

Should the Ms. Cain be unavailable, Ms. Maureen Duffey, Construction Coordinator, should be contacted with any project related questions or issues. Mr. Deslatte can be contacted via phone at (504) 568-2836.

2.4 Coordination of Work

The Contractor will be responsible for coordinating the work of all trades.

LSUHSC is a twenty-four (24) hour a day, three hundred and sixty-five (365) days a year operation. The construction coordinator must approve any work that will interfere with the normal operation of the facility or its personnel.

All tasks are to be performed in a workmanlike manner, according to standard and acceptable trade practice for the trades involved.

SECTION 3 – SPECIAL PROJECT INFORMATION

The Contractor warrants to LSUHSC that the workmen used on the job are regularly employed by his company or his Subcontractor's company or companies. Further, the Contractor warrants that craftsmen skilled in the trades necessary to complete the work will perform all work done on the job.

LSUHSC reserves the right to examine the Contractor's past payroll records and those of any Subcontractor to determine whether the employees being used on the contract are regularly employed. LSUHSC also reserves the right to question the use of an employee whom it feels is unskilled or untrained on a task that requires a skill. If the Contractor intends to use laborers or unskilled workmen on any aspect of the contract, the Contractor must furnish a list of the tasks to be performed by said laborers and unskilled workmen with their bid.

If the Contractor or Subcontractor(s) are required to replace any employees because of their failure to comply with these requirements, any time lost on the job shall be the responsibility of the Contractor and shall not be an acceptable reason for requesting extensions of any completion deadlines of tasks assigned under this contract.

After the contract has been awarded, no changes will be made to any part of the job without written approval from the Sr. Planner and an authorized representative from the Purchasing Department. The proposed change will be submitted in writing, with a complete breakdown of all material and hours, and the individual cost of each.

No notice of completion, delivery memo, invoice, or other document will be signed, or approvals of any type given for any part of the job or delivery of any equipment or materials, except by the construction coordinator, or her designee, such designation to be made in writing and signed by the construction coordinator. All work will be done during

normal working hours unless the construction coordinator or Sr. Planner grants prior written approval.

When a discrepancy or ambiguity arises between the written specifications and the drawings, the specifications shall govern.

Drawings and specifications are intended to provide the basis for the proper completion of the project suitable for the intended use of LSUHSC.

Items not expressly set forth but which are reasonably implied or necessary for the proper performance of this work shall be included.

3.1 Acceptable Manufacturer / Equivalents

- A. **Pre-Approved** products are detailed in Section 6 of this specification.
- B. The listed manufacturer shall not be construed as closing specifications to other prospective manufacturers, but rather as establishing a level of quality for the furniture specified. Other fixtures may be submitted for approval, as outlined below at least 7 working days prior to submission of bids to allow review. Companies desiring to submit a proposal shall submit all descriptive information of the fixture proposed including photographs or brochures and appropriate samples.
- C. Procedure for Establishing Equivalency and gaining Pre-Approval:
 - 1. Submit written request for equivalency including manufacturer, model, finish, and paint finishes and all other measurable characteristics for review by LSUHSC.
 - 2. Overnight samples of wood grains, laminates, and paint finishes for evaluation to Ms. Pam Cain.
 - 3. LSUHSC will review and advise as to the acceptability of the submission within 72 hours.
 - 4. If submission is deemed acceptable, an addendum will be issued to all bidders and posted on the LAPAC website.

SECTION 4 – GENERAL PROJECT REQUIREMENTS

4.1 Field Measurements

All drawings are for reference only.

The Contractor is responsible for:

- 1. Field verification of all dimensions and job site conditions that may affect the cost of the project.
- 2. Inspecting, examining, and layout improvements, utilities, structures, and components.

4.2 Project Administration and Meetings

Upon award LSUHSC may wish to meet with Contractor/Vendor to discuss delivery schedules and delivery locations.

4.3 Quality Assurance

The Contractor shall:

1. Comply with applicable codes, regulations, ordinances and requirements of authorities having jurisdiction, including accessibility guidelines where applicable.
2. Submit copies of inspection reports, notices and similar documents to the Energy Engineer.
3. Use experienced workers. Furnish evidence of experience if requested.
4. Deliver, handle, and store materials in strict accordance with manufacturer's instructions.
5. Use of any supplier or Subcontractor is subject to owner's approval.

All normal precautions associated with lighting fixtures, must also be taken to protect the safety of the building, its occupants and the Contractor's workers.

4.4 Temporary Facilities, Utilities, and Operations

The Contractor shall:

1. Provide temporary protection for adjacent areas to prevent debris where necessary.
2. Provide temporary protection for adjacent projects.
3. Promptly repair any damage, at no additional cost to LSUHSC.

4.5 Debris Removal

All debris, trash and packing materials resulting from the work described above must be removed from LSUHSC property and disposed of properly daily by the successful bidder.

The use of LSUHSC's trash compactors or trash containers is strictly forbidden. A \$500 fine per incident will be subtracted from the total cost of the job if debris generated by this contract is found in LSUHSC's trash containers.

SECTION 5: DETAILED PROJECT REQUIREMENTS

5.1 Guidelines for Application

Contractor shall:

- deliver all materials according to manufacturer's specifications
- label fixtures with brand and style
- provide use a lift gate truck for ground level delivery (no LSUHSC equipment will be provided).

5.2 Cleaning

At the end of each work day, remove rubbish and other discarded materials from the site.

Upon completion of work, clean the surrounding area that. Remove debris by washing and scraping, using care not to scratch or damage the adjacent finished surfaces.

5.3 Protection

Protect work of other trades against damage.

At completion of construction activities of other trades, touch up and restore damaged or defaced surfaces.

SECTION 6: EQUIPMENT SPECIFICATIONS

6.1 FIXTURES

Manufacture: Winona

F5 – Pendant Mounted Drum Fixture Quantity: 7

Product #: 5800-30-FQ-120V-FAB1-BN-STD-DIMM

Lamp: 4 per fixture – CFQ26W G24Q-3 LAMPS – Lamp Quantity: 24

Manufacture: Winona

F5A – Pendant Mounted Drum Fixture Quantity: 11

Product #: 5800-48-FM-120V-FAB1-BN-STD-DIMM

Lamp: 4 per fixture – CFTR42W GX24Q-4 LAMPS – Lamp Quantity: 44

Bid Response

This is an All or None bid. All bids should be signed and filled out accordingly on the "Invitation to Bid".

Bidder will provide a per fixture cost and then a total sum amount on the "Invitation to Bid".

Your price should include any and all applicable cost to provide the product as outlined including but not limited to handling, shipping, fuel charges, delivery, crating, packaging, equipment rental, etc.

No allowances will be made for any cost not specifically noted in the bid.

All deliveries should be coordinated with Facilities Services. Any unauthorized delivery of product associated with this bid will not be accepted. Any additional costs associated with unauthorized delivery are the responsibility of the Supplier.

FOB Destination